

From the desk of... Grace Brock, Community Liaison/Administrative Assistant  
5906 Connecticut Avenue  
Chevy Chase, MD 20815  
Phone (301) 654-7300  
Facsimile (301) 907-9721  
Grace.Brock@montgomerycountymd.gov  
www.chevychasevillagemd.gov

# Memo

**To:** Shana R. Davis-Cook, Village Manager  
**From:** Grace Brock, Community Liaison/Administrative Assistant  
**Date:** 11/4/2010  
**Re:** 2010 Holiday Party Proposal



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## 2010 Holiday Party Proposals 400 Adults / 100 Children

2008 Caterer—Provision's Catering	Food/6 Staff (425 adults/100 children)	\$10,760.00
2009 Caterer—Mindy's Catering	Food/4 Staff (425 adults/100 children)	\$10,485.00
Absolutely Perfect	Food/3 Staff (400 adults/100 children)	\$10,613.75
Judy Starrels	Food/3 Staff (400 adults/100 children)	\$10,295.00
<b>Mindy's Catering</b>	<b>Food/4 Staff (400 adults/100 children)</b>	<b>\$10,050.00</b>

All of the caterer's proposals increased for this year's event by an average of 10% due to increased food and personnel costs. In order to stay within the overall budget for the event and in light of the excess food remaining after last year's event, we have reduced the quantity of food from 425 adults to 400 adults. The above proposal reflects this reduction.

Absolutely Perfect Catering would be a new caterer for the Holiday Party but unfortunately they were the most expensive and their desert selection was sparse.

Judy Starrels provides a beautiful buffet display and the food is good. Unfortunately, she is not able to offer the same quantity and selection of food that the other catering company has offered.

**I recommend that we select Mindy's Catering to cater this year's Holiday Party. They also catered this year's New Resident Social. The food is delicious and they were able to give us the best menu for the price.**

Below is the Holiday Party Menu that I have chosen from Mindy's Catering selections:

CHILDREN'S BUFFET

Chicken Tenders  
With Ketchup

Old Fashioned Creamy Baked Mac and Cheese

Rolls and Butter

DESSERTS

Miniature Pastries, Fruit Tarts,  
Holiday Iced Cookies, Mini Cookies, Brownies,  
Pecan Bars, Lemon Bars, Coconut Bars and Cheesecake Squares  
(400 Pieces)

Mocha Chocolate Cake  
German Chocolate Cake  
Lemon Raspberry Cake  
White Chocolate Mousse Cake  
(275 Slices)

**Submitted by:** Grace Brock, Administrative Assistant (11/04/10)

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES, as of the 9th day of November, 2010 (this "Contract") by and between Chevy Chase Village, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "Village," and Mindy's Catering, Inc., hereinafter referred to as the "Contractor," having an address at 4816 MacArthur Blvd, NW, Washington, DC 20007.

### WITNESSETH:

WHEREAS, the Village desires to obtain services as more specifically described in the specifications identified as Exhibit 1 and attached hereto; and

WHEREAS, the Village desires to retain the services of the Contractor to perform said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Contractor agrees to supply services described and be bound by the terms and conditions set forth in scope of work attached hereto and made a part hereof and identified as Exhibit 1 (the "Scope of Work"), provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in a timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession.

2. DURATION. This Contract shall be for the one-time providing of services on the 15th day of December, 2010.

3. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Contract.

4. COMPENSATION. Payment shall be made by the Village within thirty (30) days of receipt of an invoice from the Contractor, unless a longer period is provided in the Scope of Work.

5. INVOICES. Requisitions for payment shall include a complete description of the services rendered by the Contractor, providing the dates services were rendered, and a description of services rendered.

6. SALES TAX. If Contractor is to be reimbursed for supplies or materials according to the Scope of Work, no sales tax is to be charged by the Contractor to the Village government for supplies or materials furnished in the performance of work under this Contract. State of Maryland

Sales Tax Exemption Certificate No. 30042148, a copy of which is attached hereto as Exhibit 2, will apply to all such transactions.

7. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the Village, nor shall any of the Contractor's employees or agents be subagents of the Village.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract the Contractor agrees that it will comply with all applicable federal, state, and local laws relating to discrimination in employment.

9. **REVIEW BY VILLAGE.** The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Village.

10. **INDEMNIFICATION OF THE VILLAGE.** The Contractor shall indemnify and save harmless the Village, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Village in such amount as may be considered necessary by the Village until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Village.

11. **DAMAGE TO PRIVATE PROPERTY.** The Contractor shall be responsible for any damage to private property caused by the Contractor, its subcontractors, servants, agents or employees in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Village.

12. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Village, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation, the Contractor will so advise the Village and the Village will decide which law, ordinance, and/or regulation shall be followed.

13. **LICENSES AND PERMITS.** The Contractor will be responsible for obtaining and maintaining any and all licenses and permits pertaining to performance of services under this Contract.

14. SUBCONTRACTING. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Village. Any request for consent to subcontract any portion of the services shall include: 1) a description of the services to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Village and any subcontractor. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors, and omissions of subcontractors and their employees and the Village shall be named as an insured party.

15. SUCCESSORS AND ASSIGNS. This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Village which may be withheld in the Village's sole and absolute discretion.

16. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

17. CAPACITY TO PERFORM. The Contractor, by executing this Contract, represents that all equipment necessary for providing the described services is in working order, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

18. PERSONNEL, EQUIPMENT, AND MATERIALS. The Contractor shall furnish the necessary supervision, crew, equipment, and all materials and/or supplies, as may be required for efficient and safe execution of the services.

19. INSURANCE.

(a) The Contractor, within five (5) days following the execution of this Contract and prior to commencement of any work, shall furnish to the Village proof of insurance of at least the kinds and minimum amounts set forth below. The following policies must be maintained at the expense of the Contractor during the entire performance period of this Contract or any renewal or extension thereof.

(1) WORKERS' COMPENSATION covering all operations in the State of Maryland for the proper hazard classifications (which shall be specifically listed on the certificate of insurance) for the anticipated work with limits as established by statute; and

(2) COMPREHENSIVE GENERAL LIABILITY INSURANCE: (i) Bodily Injury for each occurrence \$500,000/\$500,000 aggregate; (ii) Property Damage for each occurrence \$250,000/\$250,000 aggregate; (iii) Automobile Combined Coverage - fleet operations \$750,000 total; and (iv) Property Damage \$500,000/\$500,000 aggregate.

(b) The Contractor shall also furnish to the Village a Certificate of Insurance in like amounts for any approved subcontractor prior to commencement of performance of such subcontractor's personnel or entry of equipment in the Village.

(c) All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance or suits instigated against the Contractor and/or the Village arising out of such accidents shall be reported promptly to the Village Manager or other official designated by the Village Board of Managers.

20. TERMS AND CONDITIONS. The terms and conditions of this document govern in event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or oral statements by the Contractor unless the same are accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

21. INTERPRETATION. Any questions concerning conditions and specifications shall be directed in writing to the Village Manager or other official designated by the Village. No interpretation shall be considered binding unless provided in writing by the Village Manager or other authorized official of the Village. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms of this Contract.

22. AUTHORITY OF THE VILLAGE MANAGER IN DISPUTES. Any dispute concerning a question of fact arising under this Contract shall be decided by the Village Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Village Manager shall be final and conclusive unless an appeal is filed with the Village Board of Managers in accordance with Section 24-41 of the Village Code.

23. ERRORS. The Contractor shall take no advantage of any error or omission in the specifications. This Contract shall not be construed against either party by virtue of the fact that such party or its agent authored all or any part hereof.

24. NO LIMITATION OF LIABILITY. The mention of any specific duty or liability of the Contractor in any part of this Contract shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

25. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Contract, consents to the

jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

26. MODIFICATION. This Contract may be modified only by written instrument signed by both parties hereto.

27. NOTICES. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for who it was intended if delivered or sent by registered or certified mail to the last address known.

28. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Village and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein.

29. ENFORCEMENT. If, at any time, the Contractor is in default of any of its obligations under this Contract, the Village shall be entitled to all expenses, including court costs and reasonable attorneys' fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Contract under seal as of the date first written above.

CONTRACTOR:

MINDY'S CATERING, INC.

CHEVY CHASE VILLAGE

By: \_\_\_\_\_(SEAL)  
(signature)

By: \_\_\_\_\_(SEAL)  
Shana Davis-Cook, Village Manager

\_\_\_\_\_(print name)  
\_\_\_\_\_(title)

Approved as to form and legality:

\_\_\_\_\_  
David R. Podolsky, Village Counsel

**Exhibit 1**

**Scope of Work**





distinctively personal

November 3, 2010

Ms. Grace Brock  
Chevy Chase Village  
5906 Connecticut Ave  
Chevy Chase, MD

Proposal for the Holiday Party to be held on Wednesday, December 15, 2010 from 6:00 until 8:00 p.m. for approximately 425 adults and 100 children:

STATIONARY HORS D'OEUVRES

Creamy Brie topped with Pesto, Sun-dried Tomatoes and Pine Nuts  
With Crusty Baguette

Saga Blue Torta  
Layered with Raspberries and Pistachios  
Gourmet Crackers

Pate  
Homemade Liver Mousse Pate with Capers  
Offered with Cornichon and Baguette

Mediterranean Terrine  
Layered with Lemony Hummus, Feta, Tomatoes, Black Olive Tapenade and Scallions  
With Pita Triangles

ON THE BUFFET

Grilled Salmon  
with Corn and Red Pepper Relish scented with Fresh Thyme, Parsley and Green Onions

Carving Board  
Grilled Flank Steak crusted with Fresh Herbs, Garlic and Dijon, Thinly Sliced  
And Lemon Herb Roasted Turkey Breast, Sliced  
Petit Silver Dollar Rolls, Horseradish Cream and Mustard Sauce

Roasted Herbed Potatoes  
Red, Yukon and Idaho Potato Wedges

Roasted Vegetables  
Butternut Squash, Asparagus, Eggplant, Red Pepper and Artichokes

Mushroom Farfalle  
Bow-Tie Pasta tossed with Sauté of Wild Mushrooms  
in a light Gorgonzola Cream Sauce with Snow Peas

Mixed Greens with Sliced Strawberries  
And Mandarin Oranges, Toasted Almonds and Cucumber  
With Asian Sesame Dressing and Creamy Lemon Dressing on the side

*Silver Dollar Rolls and Butter*

DESSERTS

400 pieces of Miniature Desserts and Cookies  
275 pieced of Cakes

CHILDREN'S BUFFET

Chicken Tenders  
With Ketchup

Old Fashioned Creamy Baked Mac and Cheese

Rolls and Butter

Price per person for the above menu: \$20.00 per adult; \$10.00 per child  
(This price per person is based upon a minimum guarantee of 525 guests).

**Service Personnel:** \$40.00 per person per hour for a four hour minimum. Thereafter, overtime is charged at the rate of \$40.00 per person per hour, based upon half hour increments. Supervisory personnel, chefs and solo personnel are charged at the rate of \$45.00 per person per hour, four hour minimum.

4 Staff are recommended for approximately 6.25 hours each for a service total of \$1000.00.

**Beverage Service:** Provided by client.

**Paper Products:** Provided by client.

**Delivery:** \$50.00

**Tax:** EXEMPT

<b>Totals:</b>	Menu (\$20.00 x 400)	\$ 8000.00
	Menu (\$10.00 x 100)	1000.00
	Service Personnel (Estimate)	1000.00
	Delivery	50.00
	Tax	<u>EXEMPT</u>
		\$ 10050.00

**Terms and Conditions:** This is an estimate of costs. Changes in any aspect of the event may cause these estimates to vary.

A fifty (50%) percent deposit of \$5,000.00 is due upon acceptance of the proposal to secure the date. The balance, including any additions or overtime charges, is due within ten days of the final billing after the event.

Mindy's Cafering, Inc. accepts both MasterCard and Visa.

If we do not receive a different minimum guest count by the close of business on December 11, 2010, we will assume that the minimum guest count is 525 people and we will invoice for the same.

**Cancellation Policy:** In the event that the function is canceled within four days of the event, the deposit will be forfeited.

In the event that the function is canceled within 48 hours of the event, the client would be responsible for any costs which cannot be canceled in addition to the deposit (i.e. service personnel, equipment, flowers, specialty paper goods, etc.). The client would

be responsible for any food purchased and reasonable fees for planning and preparation time already performed.

A service charge of 1 and ½% per month will be added to the unpaid balance not paid within thirty days of the date of the final invoice. In such case, interest will begin accruing the date of the event.

Sincerely,

Erin White  
for Mindy's Catering, Inc.

AGREED: \_\_\_\_\_  
DATE

**Exhibit 2**

**State of Maryland Sales Tax Exemption Certificate No. 30042148**

State of Maryland Comptroller of the Treasury  
Sales and Use Tax Exemption Certificate

Account Number

30042148

Name

CHEVY CHASE VILLAGE  
5906 CONNECTICUT AVENUE  
CHEVY CHASE, MARYLAND 20815

Expiration Date

Governmental

No Expiration Date

